

5000Rs.



Admissible under rule 21 duly stamped
for each document a sum of Rs. 5000 is required
stamp duty under the provisions of the Stamp Act,
1899 Schedule I.

Fees Paid.

Addl. Dist. Sub-Registrar
Siliguri Dist. Darjeeling

08.11.96

DEED OF CONVEYANCE (SALE)

THIS DEED OF CONVEYANCE (SALE) IS MADE
ON THIS THE 16TH DAY OF OCTOBER, 1996.

Certified that
The Deficit Stamp duty of Re.

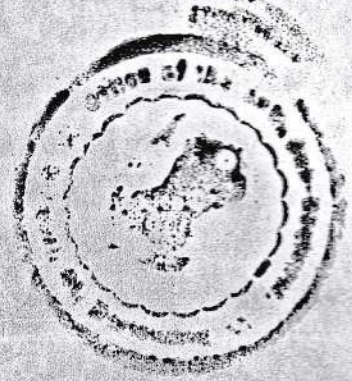
has been realised by Bank Draft having
No. MTTB/23 Dated 7.11.96

461577

Contd . . . P/No. 2 .

Paid to Bri/Smt... Kap...
 Siliguri... 5000/-
 Non Judicial/Court Fee stamps worth...
 1000/-

Stamp Head Clerk
 Siliguri Treasury



12-30 PM
 16th day of Dec 1996
 Tana Devi Agarwale

Attn: Mr. W. C. Hoffmann
 Addl. Dist. Sub-Registrar
 Siliguri Dt. Darjeeling
 P 6523
 16.10.96
 तारादेवी अग्रवाल

Execution of Amilal
 Tana Devi Agarwale
 w/o Amilal Agarwale

of... Khelpara
 P. S. ...
 Dist. Jalpaiguri
 by name Hindu
 by Profession Business

Sanjib Agarwale
 S/o. Late Amilal Agarwale (deceased)
 Khal para
 Siliguri
 Sanjib Agarwale
 Nephew of Amilal Agarwale
 of... Khelpara
 P. S. ...
 Dist. Jalpaiguri
 by name Hindu
 by Profession Business

Attn: Mr. W. C. Hoffmann

: : 2 : :

<u>Price/Value</u>	: <u>Rs. 1 (One) Lac</u>
<u>Area of Land</u>	: <u>1 (One) Acre</u>
<u>Khatian No.</u>	: <u>Hal 18</u>
<u>Plot No.</u>	: <u>Hal 484 (P)</u>
<u>Police Station</u>	: <u>Matigara</u>
<u>Mouza</u>	: <u>Dhaknikata</u>
<u>District</u>	: <u>Darjeeling</u>

B E T W E E N

✓ 1. SRI RAJENDRA PRASAD GUPTA, ✓ 2. SRI RABINDRA PRASAD GUPTA, ✓ 3. SRI
✓ JITENDRA PRASAD GUPTA, ✓ 4. SRI BIRENDRA PRASAD GUPTA, ✓ 5. SRI
✓ UPENDRA PRASAD GUPTA, AND 6. SRI NAGENDRA PRASAD GUPTA - ALL
Sons of Late Laxman Prasad Gupta, All - Hindu by faith, Business
by Occupation, residing at Sister Nivedita Road, P.O. Pradhan
Nagar, P.S. Siliguri, District Darjeeling (West Bengal) herein -
after jointly called the PURCHASER (Which expression shall mean
and include unless excluded by or repugnant to the context their
heirs, executors, legal representatives, successors, administra-
tors and assigns) of the ONE PART.

A N D

: : 3 : :

P ✓

SMT. TARA DEVI AGARWALA, Wife of Late Amilal Agarwala, Hindu by faith Business by Occupation, residing at Khalspara, P.O. & P.S. Siliguri, District Darjeeling (West Bengal) hereinafter called the VENDOR (which expression shall mean and include unless excluded by or repugnant to the context her heirs, executors, legal representatives, successors, administrators and assigns) of the OTHER PART.

WHEREAS the Vendor is the exclusive and absolute owner and in physical possession of a peice of agricultural land measuring 1 (One) Acre, appertaining to and forming part of Plot no. Hal 484 (Four eight four) (Part), recorded under Khatian no. Hal 18 (One-eight), within Mouza Dhaknikata, Police Station Matigara, J.L. No. 83, morefully described in the schedule hereinbelow, having permanent, heritable, transferrable rights, title and interest therein, purchased by her from Sri Ramnandan Baraik, Son of Late Nanda Baraik of Panchanai, Siliguri, by virtue of a Deed of Sale, registered in the office of the District Registrar Darjeeling, on 28-03-1980, being Document no. 168, Volume no. 3, Book no. I, Pages 219 to 223, for the year 1980.

ANDWHEREAS the Vendor being in need of money for her development scheme, has firmly and finally decided to sell her aforesaid land, fully described in the schedule hereinbelow, and as such offered for sale free from all encumbrances, charges, mortgage whatsoever.

ANDWHEREAS the Purchaser being in need of a good plot of land and relying upon the aforementioned statement of the Vendor, has offered to purchase the aforementioned land measuring 1 (One) Acre, morefully described in the schedule hereinbelow at a consolidated price of Rs. 1,00,000/= (Rupees One Lac) only, free from all encumbrances, charges, mortgage whatsoever.

ANDWHEREAS the Vendor, considering the price so offered by the purchaser, as fair, quite reasonable and just particularly in view of the prevailing highest market price for such land, has accepted the same

and agreed to sell to the said purchaser all that peice or parcel land measuring 1 (One) Acre, appertaining to and forming part of H Plot no. 484 (Four eight four), recorded under Hal Khatian no. 13 (one eight), within Mouza Dhaknikata, morefully described in the schedule hereinbelow, free from all encumbrances, charges, mortgage whatsoever, at a price of Rs. 1,00,000/= (Rupees One Lac) only.

NOW THIS INDENTURE WITNESSETH THAT in pursuance of the aforesaid offer, acceptance and agreement and also in consideration of the sum of Rs. 1,00,000/= (Rupees One Lac) only, paid to the Vendor by the Purchaser in Cash (the receipt whereof the Vendor do hereby acknowledge as having received and the Vendor also grants full discharge to the Purchaser from the payment thereof) the Vendor do hereby convey, assign, sell and transfer absolutely and forever the below scheduled land and makes over the possession thereof unto and in favour of the Purchaser TO HAVE AND TO HOLD the same by the Purchaser as absolute owner thereof together with all rights, title, interest, hereditaments, liberties, easements, fences, appertenance and appendages whatsoever in any way belonging to or reputed to belong therewith the land, peaceably and quitely, with permanent heritable and transferrable rights and without any claim, objection, interference or interruption from the Vendor or any person or persons claiming under her, subject to the payment of land revenue and other taxes to the Govt. of the State of West Bengal, free from all encumbrances, charges, mortgage whatsoever.

THE Vendor declares that the interest which she professes to transfer hereby subsists as on the date of these presents, and that the property hereby transferred has not been previously transferred, mortgaged, contracted for sale or otherwise in favour of any other person or persons or party, and that the said property suffered from no defect of title and that the recitals made hereinabove are all true and correct and in the event of any contrary is proved, then the Vendor

shall fully be liable for false recitals and shall also be liable to make good the loss or injury, which the purchaser may suffer or sustain in consequence thereof.

THE Vendor further covenants with the purchaser that if for any defect of title or for any act done or suffered to be done by the Vendor the purchaser be deprived of ownership or of possession of the said below scheduled land or part thereof in future, then the Vendor shall return to the purchaser the full or proportionate part of the consideration money or as the case may be, together with an interest @ 2% (Two percent) per month from the date of such deprivation of ownership or possession, and the Vendor shall further pay adequate compensation to the purchaser for any other loss or injury which the Purchaser may suffer or sustain resulting therefrom.

S C H E D U L E

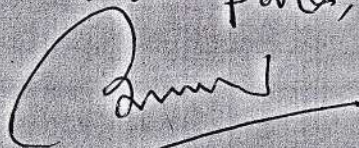
ALL that peice or parcel of agricultural land measuring 1 (One) Acre, appertaining to and forming part of Hal Plot no. 484(P) (Four eight four), recorded under Hal Khatian No. 18 (One eight), within Mouza Dhaknikata, J.L. No. 83, Paragana Patharghata, Sheet no. 4, Touzi no. 91(Hal 8), Police Station Matigara, Sub-Division and Additional District Sub-Registry Office Siliguri, District Darjeeling (West Bengal). The proportionate annual rent is payable to the Government of West Bengal and the said land is shown and delineated with RED BORDER lines and marked as 'B' in the map/plan annexed herewith, forming part of this presents sold by this Deed of Conveyance (Sale).

THE SAID LAND HEREBY SOLD IS BUTTED & BOUNDED AS FOLLOWS:

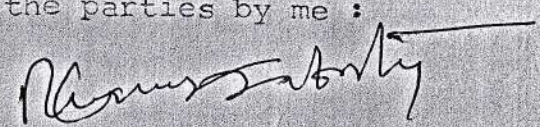
- By the NORTH : R O A D.
- By the SOUTH : Boundary of Baraghariya Mouza (Land of Binod Kumar Agarwal and Manoj Kumar Agarwal).
- By the EAST : Land of Smt. Shushila Devi Agarwala & Others.
- By the WEST : Land possessed by the Vendor and land of Darjeeling Petrochemical Industries.

IN WITNESS WHEREOF the abovenamed Vendor do hereunto set her respective hand on this Deed of Conveyance (Sale) on this the day, month & year first hereinabove written.

Witnesses :

1. Sanjit Agarwala,
S/o. Late Anilal Agarwala,
Kharpara, Siliguri.
2. 
(Binod K R Agarwala)
S/o Late Anilal Agarwala,
Kharpara Siliguri

Drafted, Readover and explained
to the parties by me :


(R. C. CHAKRABORTY)
ADVOCATE/SILIGURI.

Enrl. No. WB/252/1987.

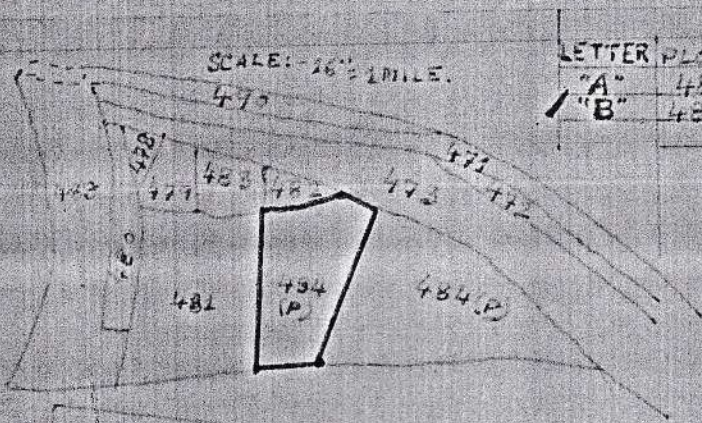
MAP OF MOUZA DAKNIKAT, J.L. No 83, P.S. SILIGURI, NOW MATIGARA, DIST. DARJEELING
 No 4, KHATIAN NOS 18, 24, 26 & 30, PLOT NOS - - - 484. TOTAL LAND, 1.00 ACRE. PLOT
 No 168. DATED 28.2.1980. SCALE: 60' = 1" (INCH). PURCHASE BOUND SHOWN IN RED DE

(NAME OF THE PURCHASERS)

1) SRI RATENDRA PRASAD GUPTA, No (2) SRI RABINDRA PRASAD GUPTA, No (3) SRI JITENDI
 GUPTA, No (4) SRI BIRENDRA PRASAD GUPTA, No (5) SRI UPENDRA PRASAD GUPTA, No (6) SRI
 DRA PRASAD GUPTA. ALL S/O. LATE LAXMAN PRASAD GUPTA OF SISTER NIVEDITA ROAD, B
 NAGAR, SILIGURI, P.O. PRADHAN NAGAR, P.S. SILIGURI, DIST. DARJEELING.

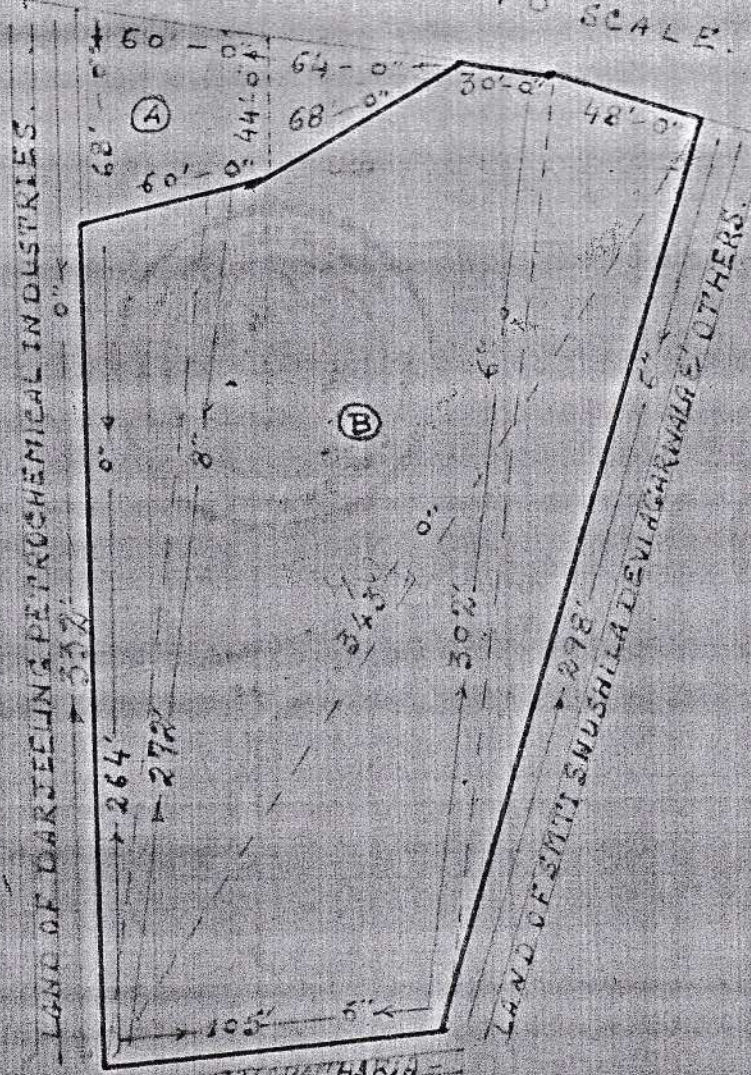
(NAME OF THE SELLER)

SMT. TARA DEVI AGARWALA, W/O. SRI AMI LAL AGARWALA OF SILIGURI TOWN, DIST. DARJEELING.

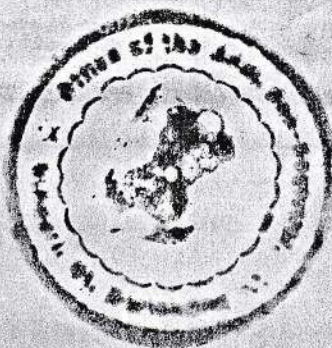


LAND SCHEDULE				
LETTER	PLOT NO	KH. NO	ACRE.	ACFER POSSESSION
"A"	482	502426	0.11	"
"B"	484 (P)	18	1.00	POSSESSION
TOTAL				

ROAD SHOWN NOT TO SCALE.



BOUNDARY OF BARAHAKIA -



2011
Addl. Dist. Sub-Registrar
Siliguri Dt. Darjeeling

825-1826

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Regio linearia

96

St. Louis, Mo.

12-20-00